

Exhibit E

AGREEMENT entered into as of the 14th day of April, 2004 by and between PATRICIA SAMUELS, presently residing at 14 Pine Hill Drive, Dix Hills, NY 11746 ("PATRICIA"); AMY JOEL BURGER, presently residing at 50 Sutton Place South, New York, NY 10022 ("AMY"), BERNARD L. MADOFF, with offices located at 885 Third Avenue, New York, NY 10022 ("MADOFF") and SYLVIA ANN JOEL, presently residing at 21 Cayuga Drive, Scarsdale, NY 10583 ("SYLVIA").

WITNESSETH

WHEREAS, both SYLVIA and MADOFF are the Trustees of the Trust created under Article Fourth of the Will of Martin J. Joel, Jr., Dec'd (the "TRUST"); and

WHEREAS, pursuant to the terms of the TRUST, SYLVIA is the sole income beneficiary thereof during her lifetime; and

WHEREAS, pursuant to the terms of the TRUST, PATRICIA and AMY are the remaindermen thereof, in equal shares, upon the demise of SYLVIA; and

WHEREAS, pursuant to the terms of the TRUST, SYLVIA is entitled to receive minimum annual distributions predicated upon a minimum of Five (5%) percent of the calendar year end valuation of the principal assets held in TRUST; and

WHEREAS, PATRICIA desires to borrow the sum of \$760,000 from the principal of the TRUST, as and for an advancement against her remainder interest therein, upon the terms and conditions set forth hereinbelow; and

WHEREAS, AMY desires to borrow the sum of \$973,000 from the principal of the TRUST, as and for an advancement against her remainder interest therein, upon the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by all of the parties hereto, it is agreed as follows:

1. Upon the Execution of the Agreement by all of the parties hereto, MADOFF and SYLVIA, in their capacities as Trustees of the TRUST, agree to advance (x) the aggregate sum of \$760,000 from the principal of the TRUST to PATRICIA; and (y) the aggregate sum of \$973,000 from the principal of the TRUST to AMY.
2. PATRICIA'S advance shall be made directly to her by check from the TRUST.
3. AMY's advance shall be made to her by transferring the full amount thereof from the TRUST to her Investment Account at MADOFF & CO.

4. Neither PATRICIA'S advance nor AMY'S advance shall bear interest and upon the demise of SYLVIA, both such advances shall be deducted from their respective remaindermen interests in the TRUST.
5. PATRICIA and AMY both agree that SYLVIA, in addition to her annual distribution rights from the TRUST, shall have the right to withdraw on an annual basis, the additional sum of \$86,650 (such sum representing 5% of the aggregate total of PATRICIA'S and AMY'S advances) from the principal of the TRUST.
6. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and to be performed therein.
8. This Agreement may not be modified or amended except by an instrument in writing duly executed, acknowledged and delivered by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


PATRICIA SAMUELS

AMY JOEL BURGER

SYLVIA ANN JOEL, as Trustee

BERNARD L. MADOFF, as Trustee

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this 21 day of April, 2004, before me personally appeared **PATRICIA SAMUELS**, to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

S
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

SIDNEY H. DWORET
Notary Public, State of New York
No. 02DW6130690
Qualified in Suffolk County 06
Commission Expires May 31, 2006

On this _____ day of _____, 2004, before me personally appeared **AMY JOEL BURGER**, to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this _____ day of _____, 2004, before me personally appeared **BERNARD L. MADOFF**, to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF)

On this _____ day of _____, 2004, before me personally appeared **SYLVIA ANN JOEL**, to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Notary Public